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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Lord Shaw on the Progress of Law.

LORD SHAW in his address to the American Bar Association at its meeting at San Francisco on Wednesday, of which a large part was printed in *The Times* of Thursday, dealt with aspects of the law which transcend immediate practical considerations, and are therefore, perhaps, all the more important. His theme was the progress of law as it controls the clash of opinion and collision of interests, at first between individual men, and then between classes of society, and on a still higher plane, between State and Commonwealth or Province and Dominion; last of all between State and State, if that result can be attained. This last attainment means that reason has conquered force in the relation of States and established International Law as the final arbiter. But Lord SHAW'S present conclusion is pessimistic, as well it may be, amid the ruin of ideals which has followed on the war. "If you conceive of International Law as binding upon all nations, then International Law—I speak it with sorrow, but conviction—International Law is in ruins." But we cannot do justice to his address in a few lines and we hope to return to it.

The Law of Property Act.

THE LAW OF Property Act has now been issued. We regret that its length forbids our reproducing it in our Statute pages, and in any case it would not be worth while to do so having regard to the temporary nature of the statute in its present form. Before it comes into operation it will have been completely re-cast—at least such is the announced intention—and what the practitioner will have to work on will be a series of statutes. Moreover, the bare form of the present Act as issued by the King's printer is quite different from what would be required in practice. Of course we do not expect the King's printer to supply an index, but it would have required very little editing to show at the top of the pages the Parts of the Act and the subject matter to which they relate, and in the Schedules to note on each page the number of the Schedule. This would have been

a great assistance, but it is beyond the ideas of the official printer. It is only private enterprise that produces conveniences of that kind. On the other hand, the Act is priced at 8s. instead of the 12s. 6d. charged for the Bill.

The Expiration of the Courts (Emergency Powers) Acts.

We print elsewhere a notice which has been issued by the Lord Chancellor that, with certain minor exceptions, the Courts (Emergency Powers) Acts will expire on the 31st of this month. The original Act of 1914 was amended by the two Acts of 1916, the Act of 1917 and the Act of 1919, and the rules under the Acts were consolidated in the Rules of 1918. Everyone will remember the puzzle which the draftsman set in s. 1 (1) of the Act of 1914 for the bewilderment of those who tried to discover to what sums of money the Act applied. There were other difficulties of a purely legal kind which were solved either by judicial decision or the amending statutes; such as whether the Act of 1914 barred proceedings for foreclosure without leave, or only foreclosure absolute, or the question which went to the House of Lords in *Foster* v. *Barnard* (1916, 2 A.C. 154), whether a mortgagee of shares who had taken delivery of them could sell as mortgagee in possession, a result overruled by the second Act of 1916; and some matters, such as the necessity of joining all incumbrances in application to enforce mortgages, were solved by the practice of the Courts. The Act of 1914 was originally limited to have effect, subject to earlier determination by Order in Council, during the continuance of the war and six months after. By the War Emergency Laws (Continuance) Act, 1920, this was extended to twelve months after the termination of the present war. The date of this termination was fixed as 31st August, 1921, by an Order in Council of 10th August, 1921, and consequently the Acts would expire altogether on the 31st inst., but by an amendment made in the Expiring Laws Continuance Bill in the House of Lords on the 1st inst., the Act of 1914 and the amending Acts are continued so far as they relate to the enforcing the lapses of policies of insurance, and to orders made by any Courts before 31st August, 1921. The policies which are thus saved are defined in s. 1 (1) of the Act of 1914, and the procedure rule relating to them is r. 3 (3) of the Rules of 1918.

The Work of the Session.

The legislative output for the past session is varied and interesting. It includes the Pawnbrokers Act, which allows pawnbrokers—somewhat late in the day—to increase their charges; the Juries Act, which does away with the preparation and printing of separate jury lists, and substitutes a system under which the names of persons qualified to serve as jurors will be indicated in the register of electors by a special mark, and makes some minor changes as to qualifications for and liability to jury service; the Law of Property Act; the Finance Act, the chief features of which, apart from the reduction of one shilling in the income-tax, are the new provisions aimed at settlements made on children for the purpose of avoiding income-tax, and the charging of super-tax on the undistributed profits of certain private companies; the Infanticide Act, which abolishes the death penalty in certain cases where a woman causes the death of her newly-born child, and makes the offence—now called infanticide—subject to the penalties of manslaughter; the Gaming Act, to which we referred last week; the Summer Time Act, which fixes "summer time" for 1923, but no longer unless Parliament otherwise determines; the British Nationality and Status of Aliens Act, which provides for the continuance, under certain conditions, of the British nationality of successive generations of British descent born abroad; the Allotments Act, which makes provision for the determination of tenancies of allotment gardens and for compensation and otherwise; the Criminal Law Amendment Act, which abolishes "consent" as a defence to a charge or indictment for an indecent assault on a child or young person under sixteen; and abolishes, as a defence in charges under ss. 5 or 6 of the Criminal Law Amendment Act, 1885, reasonable cause of belief that the girl was over sixteen; the Solicitors Act, which is intended to raise the standard of education for the admission of solicitors; and the Lunacy Act, which substitutes for the two Masters in Lunacy a single Master and an Assistant Master, and makes amendments as to jurisdiction and procedure in lunacy. The Guardianship of Infants Bill, however, does not appear to have emerged from the Joint Committee, and the Merchandise Marks Bill and the Agricultural Holdings Bill (which is a consolidation of the Agricultural Holdings Acts) have not yet been passed. There appears to have been no Matrimonial Causes Bill this year, and the Legitimation Bill has only just been introduced. Some of the Acts have not yet been issued, and our descriptions are founded on the Bills.

The Solicitors Act.

We referred a month ago (*ante*, p. 642) to the discussion in the House of Commons on the Second Reading of the Solicitors Bill, which originated in the House of Lords, and in particular to the objections raised on behalf of managing clerks and of articled clerks in the country to the new requirement of attendance at a Law School before taking the Final Examination. The signs of bad draftsmanship which we noticed have not been removed, but on the substantial matters in question the Bill was amended in the Standing Committee, and the amendments were accepted by the House of Commons and agreed to by the House of Lords. As regards clerks in the country the change is effected by making the exemption run "Provided that the Society shall"—instead of "may in their discretion"—"exempt any person" from the requirement of attendance at a law school "if satisfied that the attendance at any such course of education as aforesaid was for geographical or other reasons impracticable." And the case of managing clerks is provided for by a new sub-section exempting "any person who applies to be admitted to the Law Society's final examination after satisfying the requirements contained in sect. 4 of the Solicitors Act, 1860"—*i.e.*, ten years' *bonâ fide* service as clerk to a solicitor. The new sub-section also exempts graduates in law at a university recognized under the Act. And another new sub-section requires that examinations shall be held independently of any school of law, and also of the teaching staff of the Society's own law school. We noted last week, in answer to a correspondent, that the requirement of attendance at a law school only applied under the Bill to clerks articled after the passing of the Act. This has been altered to after 31st December, 1922.

Naturalization by Marriage.

The Court of Appeal must have felt greatly tempted to overrule the decision of Mr. Justice Russell in *Fasbender* v. *Attorney-General* (1922, 1 Ch. 232), for the case was one of the greatest possible hardship. But the rule of law was too clear, and they followed it, however reluctantly (see the case reported elsewhere). A natural-born British woman married a German subject in November, 1919, just a twelvemonth after the Armistice, and three months after the Treaty of Versailles, but before the official termination of the war. Hence, under sect. 1 (xvi) of the Treaty of Peace Order, 1919 (64 Sol. J. 36), her property, if she became by marriage a German national, was subject to the charge in favour of British creditors imposed by the Treaty and the Order on the property of German nationals within the United Kingdom. But s. 10 of the British Nationality and Status of Aliens Act, 1914, enacts that: "The wife of a British subject shall be deemed to be a British subject, and the wife of an alien shall be deemed to be an alien." A strenuous effort to evade this consequence was made on her behalf. It was contended ingeniously that, since a person of dual nationality cannot elect for alien enemy nationality in time of war, *e.g.*, the British-born son of a German father cannot during war elect for German nationality on attaining twenty-one years, although he can do so in time of peace, so a woman cannot during war elect for German nationality by marrying a German. This argument, however, either proves too much or too little. If sound, then such a woman would be disqualified from marrying an alien enemy husband at all in

time of war, since by so doing she elects to take alien enemy nationality. Indeed, it was actually contended—with ruthless logic—that such a marriage is invalid as being a contract with an alien enemy made in time of war. But the Court rejected such over-ingenious pleas, which would have bastardized a family in order to save an estate. Still, the hardship of deeming such a woman an alien enemy is very great—it was never intended by the statute; and if some less drastic means of arguing out of the plain words of the statute could be found, probably the House of Lords, to which the case will very likely be taken, would be only too happy to cut the Gordian knot and thereby achieve "natural justice and equity."

Stay of Judgment to afford *Locus Pœnitentæ*.

AN EXCEPTIONALLY interesting rule as regards damages in penal actions was adopted by Mr. Justice MCCARDIE in *Nichol* v. *Fearley & Robinson* (38 Times L.R. 735). A common informer brought penal actions against two duly elected candidates at a municipal election to recover the statutory penalties provided by s. 21 (4) of the Municipal Elections (Corrupt and Illegal Practices) Act, 1884, in the case of elected candidates who sit and vote without having made the return of expenses and the declaration required by s. 21 (3) of the same statute. The defendants were ignorant of the provisions of the section, and they alleged that the town clerk had deliberately omitted to inform them of it or to ask for compliance with it, but instead had instigated this action against them. The learned judge took the view that, when candidates err in ignorance and have not been given notice by the proper official of the necessity of a return, the case is one in which the Court ought to grant relief under its power so to do conferred by s. 21 (7) of the statute; therefore, a penal action of this kind ought to be stayed or to stand adjourned in order to give the defendants a *locus pœnitentiæ* or opportunity to make a statutory application to the Divisional Court, confessing their irregularity, giving one of the authorised statutory excuses, and praying for relief against their breach of the statutory duty. He based his view as to the correct practice on the ground that the Corrupt Practices Act was not intended by the Legislature to lay ingenious traps for honest men who would be penalised for their ignorance of legal technicalities, but was meant to prevent corruption or improper conduct; and that the duty of officials aware of this ignorance is to request compliance with the statute, not to lie in waiting for breaches and then instigate proceedings to take advantage of them. This seems a useful precedent. It is obviously capable of wide extension. Where Revenue or other Government officials take proceedings without previous warning to defaulters, it seems not unreasonable that the court should give the latter a *locus pœnitentiæ*; and should refuse costs to the successful officials unless satisfied that they took proper steps to ask for compliance before proceeding to enforce. Mr. Justice MCCARDIE, indeed, went so far as to suggest that a moral duty so to give warning of default, if not a legal duty, rests upon officials acquainted with the complicated technicalities of statutes and regulations with which the public cannot be equally familiar.

The Blind Graduate in Jurisprudence.

IT IS REPORTED in the Press that a blind student, Mr. TYLOR of Balliol, has taken a first class in the Final School of Jurisprudence at Oxford. Mr. TYLOR has for the past four years held a scholarship from the National Institute for the Blind. All members of either branch of the legal profession will wish Mr. TYLOR the heartiest success in whichever of these branches he enters as an intending practitioner, for we assume that no one would select Jurisprudence as a subject of study unless he hoped to adopt the legal profession. Mr. TYLOR, apparently, does not inherit a legal practice; therefore he has his own way to make in the most arduous of all professional careers. But, while blindness is a handicap, it is not a fatal obstacle to success either as a barrister or as a solicitor; this experience has proved. Dr. RANGER, of Ranger, Burton and Frost, has long been known as the "blind solicitor"; his acumen and ability are well known in the profession. He was at one time, we believe, the legal adviser of the Salvation Army. The late Mr. JOHNSON, of Lincoln's Inn, successfully practised as a conveyancer at the Bar notwithstanding complete blindness, and even occasionally appeared in Court. Doubtless, too, there have been and are other instances of the triumph which human perseverance can win against the severest of all worldly disablements in a profession where competition has reached the extreme limit of intensity. In a wider sphere the best known case is that of the late Professor FAWCETT, who combined the duties of a Professor of Political Economy with those of Postmaster General.

The Law of Property Act, 1922.

V.

MORTGAGES (*continued*).

The Realization of Mortgages.—The provisions with respect to the realization of mortgages are contained in ss. 5, 6 and 7 of Schedule II, dealing respectively with freehold mortgages, leasehold mortgages, and equitable charges. A mortgage is realized when the equity of redemption is extinguished. This may be by the exercise of the statutory or express power of sale, by foreclosure, or under the Statute of Limitations. These modes of realization remain unaltered. All that the Act does is to arrange for a corresponding transfer of ownership. Under the existing system this is the result of the fee simple being vested in the mortgagee. When he sells, he transfers to the purchaser the estate which he holds as mortgagee. When he forecloses or holds possession for the statutory period, the fee simple remains in him. All that happens is that the equity of redemption is extinguished. But this simple process is not available under the new system of term mortgages, and on realization by a term mortgagee, provision must be made for the fee simple being vested, on a sale, in the purchaser, and otherwise, in the mortgagee.

The draftsman of the Act had before him in the present system of mortgaging leaseholds by demise an example of what he had to avoid; we refer, of course, to the conveyancing devices which have been invented for getting in the nominal reversion. Under Lord CRANWORTH'S Act—the Trustees and Mortgagees Act, 1860 (23 & 24 Vict., c. 145)—no such device was necessary. That Act, by s. 15, enabled the mortgagee on exercising his power of sale to assure the property for all the estate and interest which the mortgagor on creating the mortgage had power to dispose of. Consequently a mortgagee of leaseholds by sub-demise could convey the entire residue of the term: *Hiatt* v. *Hillman* (19 W.R. 694). But under the Conveyancing Act, 1881, the mortgagee can only convey the property for such estate and interest therein as is the subject of the mortgage. Hence a mortgagee of leaseholds by demise cannot assign the nominal reversion, and an equitable mortgagee cannot convey the legal estate: *Re Hodson and Howes' Contract* (35 Ch. D. 668). This was an unfortunate throwing away of the benefit which had been conferred by Lord CRANWORTH'S Act, but as regards leaseholds, the case was met by inserting in the mortgage machinery for getting in the nominal reversion on a sale, either by a power of attorney or a declaration of trust. In its most perfect form the declaration of trust is accompanied by a power for the mortgagee to remove the mortgagor from the trust, and appoint a new trustee—usually the purchaser himself: see *London & County Banking Company* v. *Goddard* (1897, 1 Ch. 642). But this was not a model to be followed in devising a new system.

The obvious course was to go back to the method of Lord CRANWORTH'S Act, and this the draftsman has done. A mortgagee for a term will, on a sale, be able to vest the fee simple in the purchaser, and his term will be extinguished. Similarly, a chargee by way of legal mortgage will be able to vest the fee simple in the purchaser, but since he has no actual term there is no term to be extinguished. This, however, as we showed last week, is

only a matter of words, and the introduction of the "charge by way of legal mortgage" appears to have no practical result except to lengthen and complicate the Act. Then provision has to be made for prior and subsequent term mortgages. The former, of course, are not interfered with. The conveyance by the intermediate mortgagee is subject to the prior terms, but it extinguishes the subsequent terms. This is the effect of the following section in Schedule II :—

> 5. *Realisation of freehold mortgages.*]—(1) Where a mortgagee of a term of years absolute, limited out of an estate in fee simple or a chargee by way of legal mortgage affecting an estate in fee simple sells under his statutory or express power of sale, the conveyance by him (made after the commencement of this Act) shall operate to vest the fee simple in the land conveyed in the purchaser (subject to any mortgage term or charge by way of legal mortgage having priority to the mortgage in right of which the sale is made and to any money thereby secured), and thereupon the mortgage term (if any) and any subsequent mortgage term or charge by way of legal mortgage shall merge or be extinguished as respects the land conveyed; and such conveyance may, as respects the fee simple, be made in the name of the estate owner in whom it is vested.

The necessity for the last words is not obvious, since if the conveyance by the mortgagee operates to pass the fee simple, there seems to be no object in conveying it in the name of the "estate owner"; that is, the owner of the legal fee simple: s. 188 (13). They are probably put in to help the conveyancer who is afraid to trust to the statutory operation of a conveyance in the name of the mortgagee. And yet in either case the conveyance takes its effect from the statute.

The scheme as regards foreclosure is similar. The order for foreclosure absolute will operate to vest the fee simple in the mortgagee subject to any prior mortgage terms; but then, somewhat illogically it would seem, it is provided that the mortgage term shall be enlarged into the fee simple. Both these processes cannot be necessary. If the mortgagee gets the fee simple, he does not want his term enlarged; if his term is enlarged, there is no need to vest the fee simple in him separately. Subsequent mortgage terms are, of course, extinguished. The holders of these will have been parties to the foreclosure action and will have had the chance of redeeming. All this is in s. 5 (2) of Schedule II. In dealing with a realization under the Limitation Acts the draftsman has not purported both to vest the fee simple and enlarge the term. It is provided that when a term mortgagee has acquired a title in this way, he may enlarge the term into a fee simple under s. 65 of the Conveyancing Act, 1881 : s. 5 (3).

The foregoing scheme of realization by sale, foreclosure, or possession has to be adapted to sub-mortgages by sub-demise. This is done by treating the sub-mortgage term—the derivative term—as limited, not out of the mortgage term—the principal term—but out of the fee simple, and then the provisions of s-ss. (1), (2), and (3) are to operate "so as to enlarge the principal term and extinguish the derivative term." We are not quite sure that this is the correct mode of vesting the fee simple either in the purchaser from the sub-mortgagee, or in the sub-mortgagee himself; for that is what has to be done on a realization by the sub-mortgagee. We should rather have thought that the derivative term would first be enlarged into the principal term, and then the principal term into the fee simple. But it is only machinery, and no doubt the draftsman had good reason for the mode he has adopted. The whole of Schedule II, we may observe, has been very carefully drafted. But s-s. (4) will present an interesting problem for conveyancers, and for registrars who have to draft foreclosure orders.

The scheme of realization of leasehold mortgages is similar to that for freehold mortgages, and we need not follow it out in detail. On a sale the mortgagee by sub-demise will assign both the mortgage term and the nominal reversion, but the latter may be excepted. Why is this? It is a mistaken policy to leave the nominal reversion outstanding, and the only reason for doing so is that there may be a difficulty in obtaining a licence to assign. But it would have been better to require that every sale by a mortgagee shall be a sale of the term. The difficulty is, perhaps, sufficiently met by the concluding words of s. 6 (1), providing that a licence to assign, if required, shall not be unreasonably refused. Though, as regards foreclosure and possessory title, the licence is openly dispensed with—the vesting of the principal term in the mortgagee is not to give rise to a forfeiture for want of a licence to assign—and the same provision might very well be made upon a sale.

Sub-section (4) of s. 6, which provides for the realization of a sub-mortgage for leaseholds, presents an interesting variation on the scheme for realization of sub-mortgages of freeholds to which we have referred above. The provisions for realization by sale, foreclosure, and possession are to operate as if the derivative term had been limited out of the leasehold reversion. This corresponds to the provision in the case of a sub-mortgage for freeholds that the derivative term is to be treated as limited out of the fee simple. But then, instead of providing that on realization the principal term is to be enlarged and the derivative term extinguished—as in freeholds—it is provided that both principal term and derivative term shall be extinguished. The corresponding course would have been to extinguish the derivative term and enlarge the principal term into the leasehold reversion. The variation is no doubt due to the fact that there is no existing machinery, corresponding to s. 65 of the Conveyancing Act, 1881, for enlarging a sub-term into the head term—that is, the original term; and apparently it was not thought worth while to extend s. 101 of the present Act, which amends s. 65 of the Act of 1881, so as to cover this case.

(To be continued.)

The Legal Control of Local Authorities.

There is nothing in our English Constitution which is at once so characteristic and so remarkable as the mode by which our local authorities are controlled by the Central Government. In most Continental countries, such as France and Italy, this control is effected in a very simple manner. The power to regulate local affairs is vested in an official, such as the Maire of a Commune or the Prefect of a Department; he is a civil servant, and therefore removable by his chiefs in Paris if he fails to do what they wish. In other words, the system of control which our Colonial Office exercises over a Crown Colony, by virtue of its control of the Governor who controls the Legislative and Executive Council, is in France the precise way in which the Cabinet controls the Departments, Arrondisements, and Cantons. In the United States, again, the Constitution provides ways of regulating local affairs; they are constitutional matters and the Federal Courts have jurisdiction over them. But in England neither of these plans has been adopted. In fact, no plan has been adopted. There are several amorphous modes of control, varying in the case of the subject-matter, the authority, and the area. For even yet there is no complete uniformity in our system of local authorities, so ably described in the well-known text-book of Wright and Hobhouse,* of which a new edition has just appeared.

But, not withstanding the anomalous and chaotic way in which central control has grown up in England, that control is in practice very effective. It may be divided into three kinds :—

1. *The Control of the Executive Government.*—This is exercised by such Government Departments as the Ministry of Health, the Ministry of Education, Home Office, Board of Agriculture and Fisheries, Board of Trade, Treasury, and Inland Revenue Department, as well as, to some slight extent, the new Ministry of Pensions.
2. *The Control of the Legislation.*—There is now an enormous amount of statutory legislation relating to local authorities, much of which takes the exasperating and vicious form of "Legislation by Reference."
3. *The Control of the Judiciary.*—The High Court and the Justices of the Peace have considerable power of interference in local affairs.

The objects of each of these three modes of control are altogether different. That of the Executive Government, by whichever Department it is exercised, usually has a very limited scope. For convenience, it may be analyzed into five separate types, each having a rather different object :—

* An Outline of Local Government and Local Taxation in England and Wales. By the late Mr. Justice Wright and the Right Hon. Henry Hobhouse, Chairman of the Somerset County Court. Fifth Edition. Sweet & Maxwell. 10s. 6d. net.

(1) *Control with the aim of securing Uniformity of Local Administration.*—Good examples of this sort of control are the Education Code, the Workhouse Tests, and the Model Bye-Laws for sanitary and other purposes approved by the Ministry of Health. The object in each of these cases is attained, partly by granting or withholding grants of money, partly by refusing sanction to objectionable regulations, and partly by putting pressure on local authorities and officials. But, until recently, the predominant tendency of the Departments was to avoid interference with local authority whenever possible. This tradition has somewhat broken down since the war.

(2) *Control securing a minimum of efficiency.*—Examples of this are afforded by the system of grants-in-aid of education (based on efficiency and results), the insistence upon proper water supply and sanitation, the schemes of the Road Board, the attempts to enforce vaccination, and the like.

(3) *Control to prevent Extravagance.*—The annual audit of the Ministry of Health, formerly known as the L.G.B. district audit, is the great example of this. Inspectors from the Ministry audit each year all the accounts of rating authorities and see that no item which is not *intra vires* and properly sanctioned is allowed to be paid out of public funds. Disallowance and surcharge upon individual councillors and officials are powerful weapons in the hand of the Central Authority.

(4) *The Protection of individuals against unjust treatment by sanitary and other local authorities.*—The best example of this is the appeal to the Local Government Board (now Ministry of Health) conferred by s. 289 of the Public Health Act, 1875, and very frequently exercised by the aggrieved citizen.

(5) *The Publicity derived from holding Local Courts of Enquiry.*—Wherever mismanagement, extravagance, or oppressive conduct is alleged, these Courts of Enquiry are held by Inspectors attached to the Ministry of Health. They take place in public and follow a statutory procedure. The reports and the resulting publicity alike prove very valuable assets to the conservation of sound local policies.

When we pass from Executive to Legislative Control, we enter a different and much less satisfactory sphere. It is not to be denied that here a vicious system of unregulated special Acts, not yet completely controlled, lead to the most varied and anomalous statutory powers being conferred on different, often neighbouring, areas. In fact, wealthy municipalities promoting "Omnibus Bills," *i.e.*, special Acts conferring all sorts of miscellaneous powers, have frequently obtained from a careless Parliamentary Committee powers that ought never to have been granted. All this, however, is gradually being altered and greater equality now prevails. This Legislative Control may be said to take three forms :—

(1) *Public General Statutes of universal application.*—The Highway Act, 1835, and the various Public Health Acts (except the Adoptive Part), are good examples of such statutes.

(2) *Adoptive Acts.*—These are public statutes which do not become law in any area until adopted by the local authority of competent jurisdiction with the sanction of the Ministry concerned : *e.g.*, the Private Street Works Act, 1892.

(2) *Private or Local Acts.*—These are promoted by special authorities and give them powers not necessarily possessed by similar authorities elsewhere.

The Judicial Control is very much simpler. It is derived from the old jurisdiction of the *Curia Regis* to secure obedience to the King's Law by means of the Prerogative Writs. These issue out of the King's Bench Divisional Court upon an application *ex parte*—followed by a rule *nisi*, an argument on the return of the rule, and a rule *absolute*—of any person who has a proper *locus standi* to interfere and who complains of some malfeasance, misfeasance, or nonfeasance of a local authority. The chief writs thus used are *Mandamus*, *Certiorari*, and Prohibition, which need no description. *Quo Warranto* used to unseat some unqualified member of a local authority or to deprive some usurper of jurisdiction wrongfully exercised ; and *Scire Facias* used to revoke the charter of a Corporation which has broken some condition precedent attached to the grant.

It will be seen from the above brief *résumé*, that the jurisdiction exercised over local authorities by central depositaries of sovereign power is by no means slight. In fact, wherever a wrong exists in the actions of local authorities, a mode of controlling it can usually be found. In particular, the great doctrine of *Ultra Vires* has been developed so as to become a formidable instrument of public control. It bears some resemblance to the federal control exercised in the United States by the Federal Courts when unconstitutional acts are done by State authorities.

Mr. Arnold Slater, of Montgomery-road, Sheffield, solicitor, who died on 1st June, aged 53, leaving £12,349 gross and £10,401 net, gives £20 to his clerk, Frank Reynolds, if still in his service.

Res Judicatæ.

Custom inconsistent with Contractual Stipulations.

(*Palgrave, Brown & Son, Ltd.* v. *s.s. Turid* ; 1922, 1 A.C. 397, H.L. (E.).)

There have been conflicting decisions in the Commercial Court as to the effect of a known custom of a port upon a shipping contract which, without expressly referring to or negativing the custom, contains a stipulation inconsistent with it ; therefore the House of Lords had to overrule at least one important case : *Stephenson* v. *Wintringham* (1898, 3 Com. Cas. 169), in coming to a settled conclusion on this issue in *Palgrave, Brown & Son, Ltd.* v. *s.s. Turid* (*supra*). Here, a charter-party provided for conveyance of a cargo of timber to Yarmouth upon terms one of which was that the vessel should deliver the cargo at Yarmouth "always afloat . . . cargo to be . . . taken from alongside the steamer at charterers' risk and expense as customary." On arrival at Yarmouth the vessel could not come nearer than thirteen feet from the quay. In these circumstances the recognised custom of the port, known to all using it, was that a wooden staging should be erected between ship and quay, so that the stevedores could carry the cargo from the ship's rail over the staging and dump it on the quay at not less than ten feet from the quay's edge ; the whole of this work was, by the custom, borne by the shipowners. The shipowners did this work, paid for it "under protest," and now sued to recover the difference between the cost of the whole work and that of delivery "always afloat," *i.e.*, delivery at the ship's rail. The question, of course, was whether the provision for delivery "always afloat" contradicted the custom of the port (*i.e.*, delivery on the quay), and, if it did whether the "custom" or the "contractual stipulation" was to prevail. Earlier decisions had inclined to treat such a stipulation as void on the ground of repugnancy, if inconsistent with a known custom of the port which must be regarded as a term of the contract. The House of Lords, however, now held that the contractual stipulation, being inconsistent with the custom, must prevail over it ; the parties must be taken to have intended to vary the custom in this respect, notwithstanding the words "as customary." The shipowners were therefore entitled to recover the extra sum they had been compelled to pay under protest.

CASES OF LAST SITTINGS.

House of Lords.

AMALGAMATED SOCIETY OF CARPENTERS &c. *v.* BRAITHWAITE ; GENERAL UNION OF OPERATIVE CARPENTERS &c. *v.* ASHLEY. 28th July.

TRADE UNION—EXPULSION OF MEMBER—SHARING IN EMPLOYERS' CO-PARTNERSHIP SCHEME—RULES OF UNION—PROHIBITION AGAINST WORKING ON A CO-PARTNERSHIP SYSTEM—PREMIUM BONUS SYSTEM—INJUNCTION—TRADE UNION ACT, 1871 (34 & 35 Vict., c. 31), s. 4.

Members of two trade unions, having been threatenend with expulsion by reason of their participation, as a voluntary act and not as a term of employment, in a profit-sharing scheme established by their employers, commenced actions against their unions to restrain their expulsion.

Held, that their participation in the scheme was not prohibited by the rules of the unions and that the injunctions must be granted.

These were two appeals from a decision of the Court of Appeal (65 SOL.J. 661) reversing a decision of Eve, J. The actions were brought by the respondents, who were members of the appellant unions, against the unions for injunctions to restrain the appellants from expelling them from the unions by reason of their participating in a co-partnership trust. Eve, J., held that the actions were brought to enforce an agreement concernng the conditions of employment coming within the mischief of s. 4 of the Trade Union Act, 1871, and dismissed them. The Court of Appeal held that the plaintiffs had committed no breach of the rules of the unions and that they were entitled to relief. The co-partnership trust, to which none of the operatives were parties, provided that certain certificates of £1 each should be issued to certain persons in the employment of the company. The application form required the applicant loyally and faithfully to further the interests of the employers and the certificates carried with them certain rights of dividend which could be taken in cash or invested in shares of the company. Rule 32 of the first society provided that it should be competent for the committee to expel any member upon proof being given that he was working on a co-partnership system which made provision for the operatives holding only a minority of the shares in the concern.

LORD BUCKMASTER in reference to the first appeal said the first question that arose was whether the action could be maintained. It was alleged that it could not on the ground that it was expressly prohibited by s. 4 of the Trade Union Act of 1871. It was said that this proceeding offended

that section for two reasons: the first, that it was instituted with the object of directly enforcing an agreement between members of a trade union concerning the conditions on which they should or should not be employed, and secondly, because it directly enforced an agreement for the application of the funds of trade unions to provide benefits for members. He was of opinion that it did neither one thing nor the other. Looking at the words of the section alone unaided, and unembarrassed by previous decisions, he would have thought it plain that an action which in fact asked for nothing but a declaration as to the construction of a rule as to membership, and as incident thereto an injunction, was not an attempt to enforce directly any such agreement as that referred to in the statute. In this action there was no direct attempt to interfere with the application of the funds at all. It was nothing but a declaration as to membership with an injunction in its support. It appeared to him that it was a totally different proposition to say that a man claimed to possess rights, and that he sought to enforce the obligations they created. The latter might be prevented by the statute, the former was not. Nor was he seeking to enforce an agreement with regard to the terms upon which workmen were to be employed. The member said that the conditions imposed did not apply to the conditions of his labour, which was the exact opposite of any attempt to enforce such conditions. Had the matter been free from authority, these circumstances would have disposed of the appeal, but authorities on the section were numerous and unfortunately difficult to reconcile. It seemed to him that the meaning of the rule was that there must be a system which included as part of its terms the allotment of shares, and also made no provision for the workmen holding more than a minority. He could not on any other reading give any intelligible meaning to the words "when such system makes provision for the operatives holding only a minority of shares in the concern," for those words seemed to involve the proposition that the system itself provided for the allotment of some shares. And if that were right the matter ended, because the system made no provision for the allotment of shares at all. There was also a difficulty in showing that a workman was working on a system of co-partnership at all when the terms of his employment created neither an obligation nor a right to obtain any partnership interest, although he appreciated the value of the argument that when once he had accepted the certificate he was then working on a system of which the certificate formed part. He did not however think it was necessary to decide that point. Finally it was urged that the scheme was obviously within the object against which the rule was aimed and he thought that would be true. It was plain that the exercise of the right to give or withhold labour was impeded by the interest of the workman becoming entangled with that of the owners of the works. The trade unions, looking to the care of their members, thought that they were best preserved by regarding the two interests of employer and employed as distinct, and they tried to prevent them merging into one. But this rule could not be stretched so as to make it reach far enough to cover all the purposes which might have prompted its introduction. It must be construed as it was found, and so regarded, it did not support the appellants' contention. In the second appeal the circumstances were the same except that the ground for expulsion was working on the premium bonus system. The only definition offered of that system included the idea that the bonus was a reward bearing direct relation to work done and he saw no other possible explanation of the phrase. The system in this case had no such provision and the rule therefore could not apply.

Lord ATKINSON, Lord SUMNER and Lord WRENBURY gave judgment to the same effect and Lord CARSON concurred.—COUNSEL: *Jenkins*, K.C., and *Brocklehurst*; *Clauson*, K.C., *Cunliffe*, K.C., and *Cecil Turner*. SOLICITORS: *Kinch & Richardson* for *Charles Howard, Laycock & Co.*, Manchester; *Pritchard, Englefield & Co.*, for *Simpson, North, Harley & Co.*, Liverpool.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Privy Council.

THE YORKSHIRE INSURANCE CO. AND THE COLONIAL MUTUAL FIRE INSURANCE CO. *v.* CRAINE. 20th July.

INSURANCE—FIRE—BREACH OF CONDITION IN POLICY—REFUSAL TO PAY CLAIM—WAIVER BY TAKING POSSESSION—ESTOPPEL.

An insurance company refused to pay the loss caused by fire on the ground that the assured had not complied with the conditions of the policy, but, whilst denying the claim, they had taken and retained possession of the property and salvage.

Held, that the company by taking possession was estopped from denying the validity of the claim.

This was an appeal from the High Court of Australia reversing a judgment of the Chief Justice of Victoria sitting with a jury. The plaintiff brought the two actions against the two companies to recover under certain policies of insurance the loss which he had sustained by the destruction by fire of certain motor cars. By the eleventh condition of the policies it was provided that the claim by the insured was to be delivered within fifteen days after the loss or such further time as might be allowed, and was to contain many particulars such as an account of all articles lost or damaged, and of the amount of loss or damage, a declaration of the truth of the claim, and of any matters connected therewith, and no amount was to be payable unless the condition was complied with. By the twelfth condition it was provided that the company might so long as the claim was not adjusted take possession of the premises where the loss occurred, take possession of the property on the premises and remove, sell or dispose of such property.

Lord ATKINSON, delivering the judgment of their lordships, said that it would be observed that the claim to be delivered under condition 11 was to contain many particulars, and that the information required was very full. One would suppose that in such a business matter as this insurance if all the information required was furnished the company would be able to make up their minds whether the claim was a valid one, and represented a real and genuine loss, although they might dispute the amount claimed. The penalty inflicted on the assured in case all the terms of condition 11 were not complied with was that no amount should be payable to the assured under the policy. The company was thus free to take an objection to the non-performance of any of those terms and to refuse to pay anything to the insured. The important question remained could the company do that after they had availed themselves and while they were availing themselves of the powers conferred upon them by condition 12. Those powers were vast and far reaching and might in their operation and results inflict serious pecuniary loss on the assured. It might well be that it would be just and fair and businesslike to empower each company to exercise all or any of those powers while the amount of the claim of the assured was not adjusted, but it would be most oppressive and unbusinesslike to enable them after they had exercised any of those powers to say to the assured: "Your claim did not comply with all the terms of condition 11, therefore though we have taken possession of your premises and sold your property, we will pay you nothing on your policies." In their lordships' view the proper construction of condition 12 protected the assured against treatment such as that, and, of course, the assured was only bound by his contract as properly construed. The opening words of the condition showed clearly that the assured was so protected. They ran as follows: "On the happening of any loss or damage the company may so long as the claim is not adjusted without incurring any liability" etc. Those words suggested that adjustment was all that remained to be done to the claim. They pre-supposed that a valid claim against the company had been made and that all that remained to be done was to adjust the amount. If no claim had been made or a claim was so defective that it gave no right to obtain any money under the policy it would be ridiculous to refer to the adjustment of it. Until the company accepted the claim as valid, imposing on them a liability, there would be nothing to adjust. Until the company accepted the claim as valid they might insist that they owed nothing under the policy, and a cipher could not be adjusted. Those two conditions were interdependent, the one on the other, and the powers conferred by the second were only authorised to be used when the requirements of the first as to claims had been fulfilled. If that were so then it was not competent for either of the companies if they had gone into or continued in possession of the premises of the assured after they had received and accepted the claims to contend that those claims failed to comply with the terms of condition 11. They were estopped by their conduct from doing so since they could not insist that their own action was unauthorised and illegal. It could only be legal if claims valid or accepted as valid had been made by the insured upon and delivered to them. The respondent asserted that the appellants took and retained possession of the premises to the detriment of the respondent, and should therefore not now be admitted to aver that no valid claim was made. Whether that were so or not their lordships thought, on the authority of *Connecticut Fire Insurance Co.* v. *Kavanagh* (1892, A.C. 480), that the construction of condition 12 should be ruled upon, and they thought that on this question of estoppel by conduct, namely the taking of the possession of the plaintiff's premises, the appeal on the proper construction of condition 12 failed, and they would humbly advise His Majesty accordingly.—COUNSEL: *R. A. Wright*, K.C., and *C. F. Lowenthal*; *Langdon*, K.C., and *Sir H. Cassie Holden*. SOLICITORS: *Gray & Dodsworth*; *Brundrett, Whitmore & Randall*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

KRAMER *v.* ATTORNEY-GENERAL. No. 1. 23rd June and 26th July.

ALIEN—NATIONALITY—BRITISH SUBJECT ALSO GERMAN SUBJECT BY GERMAN LAW—WHETHER "GERMAN NATIONAL" UNDER TREATY OF PEACE ORDER, 1919—CHARGE ON PROPERTY OF GERMAN NATIONALS—DUAL NATIONALITY—TREATY OF PEACE ORDER, 1919, s. 1 (xvi.)

A person who is a British subject by British law, and also a German subject by German law, is a "German national" within the meaning of the Treaty of Peace with Germany, and the Treaty of Peace Order, 1919, giving effect to it, and his property in England, is, therefore, liable to the charge created by that Order (per Lord Sterndale, M.R., *and* Warrington, L.J., *but* Younger, L.J., *dissenting*).

Appeal from a decision of Astbury, J., *who had followed the decision of* Lawrence, J., *in* Chamberlain *v.* Chamberlain (66 Sol. J., 6 (3); 1921, 2 Ch. 533).

The father of the plaintiff, a native of Hamburg, came to live in England, and the plaintiff was born in 1867 at Hartlepool and under British law became a British national. In 1869 his father returned to Hamburg and

obtained a re-grant of Hamburg nationality for himself and his infant children. The plaintiff thereby became a national of the North German Federation, and in 1871, under German law, a German national. He served a year in the German army and in 1889 he went to Siam, where he was registered as a German national. He married a Siamese woman and continued to live in Siam until 1917. Three of his children were sent to England to be educated before the war. In 1917, when Siam declared war against Germany, the plaintiff was arrested and deported to India as a German national, and in 1919 he was sent to Germany. He lived there for a few months and then applied for a passport as a British national and he returned to England, where he has since resided. He had property in England, with which he was not allowed to deal on account of the alleged charge thereon. He brought an action for a declaration that he was not, on 10th January, 1920, a German national within the meaning of the Treaty of Peace with Germany and that his property, rights and interests within His Majesty's Dominions were not subject to any charge under the Treaty of Peace or the Treaty of Peace Order, 1919. Astbury, J., following *Chamberlain* v. *Chamberlain* (*supra*), held that the plaintiff was a German national, and his property liable to be charged. The plaintiff appealed. He contended that as a British subject he was entitled to all the privileges of British citizenship. By German municipal law he might be a German, but that did not affect his status or rights in this country, or make him a "German national" within the meaning of the Treaty of Peace Order. *Cur. ad. vult.*

The Court (YOUNGER, L.J., dissenting) dismissed the appeal. Lord STERNDALE, M.R., said that the Order in Council was a piece of British municipal law, but the Peace Treaty was not; yet, as one had been proclaimed to carry out the other, the articles of the Treaty might be looked at to see what "German national" meant. But it did not follow that "national" was used in the same sense in all the articles, nor was it clear that it was ever used in the narrow sense contended for by the appellant. A consideration of the articles gave no certain guide either way to the meaning of the Order in Council or the Treaty. He (Lord Sterndale) could not see that it made any difference whether the nationality, other than German, was British, Allied, neutral, or even enemy. He could not see why a person of German and British nationality should be in a better position than one of German, Allied, neutral, or enemy nationality. The question was whether German national meant of German nationality only, or of German nationality, and at the same time of another. If it meant the latter, then the Order affected the property whatever the dual nationality might be. Looking at the Order and the Treaty as a whole, he was of opinion that the latter was the true meaning. He thought that the governing idea was that the property of German nationals should be charged. German nationality was the thing sought and it was no answer for the plaintiff to say: "Yes, I may be a German national, but I am also of British nationality," or to say that the Crown were seeking to affect the property of British, Allied, or neutral nationals without plain words. The answer was that the Crown were not seeking to do anything of the sort. They were seeking to affect the property of German nationals, and should not be precluded from doing so by the accident that the undoubted German national had also another nationality. When a person, like the plaintiff, was to all intents and purposes a German, there seemed to be no hardship in holding that he was a German national, although he happened to have also a British nationality from the accident of his having been born in this country. There might be hard cases, but there was a discretion given to the Board of Trade to relieve them, which the Court did not doubt was being equitably exercised.

WARRINGTON, L.J., delivered judgment to the same effect. YOUNGER, L.J., differing from the judgments delivered, said the question affected a large number of persons, and was one of the greatest constitutional importance. It amounted to no less than this: whether the appellant, and other British subjects in the same case were, by this Order in Council, deprived *pro tanto* of the rights secured to all British subjects by the thirty-ninth chapter of Magna Charta, that "no freeman shall be taken, or (and) imprisoned, or disseised, or in any way destroyed . . . except by the lawful judgment of his peers or (and) by the law of the land." An executive ordinance of merely delegated authority was hardly the place to look for serious interference with primordial rights secured by the great Charter itself. The ordinary layman might say that the appellant was a German, but, according to British law, he had always been a British subject, and subject to no other allegiance; as such, he was entitled to the full rights and obligations of British citizenship. It would be a strange result if persons in the appellant's position, after being made liable to military service, were to find on their return that their property had been taken to answer for the default of the persons against whom they had been fighting.—COUNSEL: *Sir John Simon*, K.C., and *Whinney* for the appellant; *Sir Ernest Pollock*, K.C.(A.-G.), and *Gavin Simonds* for the Crown. SOLICITORS: *Rehder & Higgs*; *The Treasury Solicitor.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

While on a motoring tour through the Wye Valley from Clifton, Bristol, where he was spending the holidays with relatives, Mr. Hugh Martin Charters Macpherson, 65, a barrister, residing at Battersea, dropped dead in the street at Chepstow on Tuesday evening. At the inquest on Wednesday the medical evidence was to the effect that death was due to heart disease. Mr. Macpherson was called to the Bar by the Inner Temple in 1883, and had practised as an equity draftsman and conveyancer.

FASBENDER *v.* ATTORNEY-GENERAL.

No. 1. 23rd June and 26th July.

ALIEN—NATIONALITY—BRITISH WOMAN MARRIED TO ALIEN IN TIME OF WAR—LOSS OF BRITISH NATIONALITY—CHARGE ON PROPERTY IN ENGLAND UNDER TREATY OF PEACE ORDER, 1919, s. 1 (xvi)—BRITISH NATIONALITY AND STATUS OF ALIENS ACT, 1914 (4 & 5 Geo. 5, c. 17), s. 10.

The Treaty of Peace with Germany was signed on 28th June, 1919, but did not come into force until 10th January, 1920. In October, 1919, M, a natural-born British woman, obtained a passport to go to Germany, and there, on 3rd November, 1919, married F, to whom she had been betrothed before the war. The Public Trustee, as custodian of enemy property, took certain shares held by her in an English company, and claimed that, by s. 10 of the British Nationality and Status of Aliens Act, 1914, she, as wife of an alien, was herself an alien, that she was therefore a German national, and the shares were subject to the charge on the property of German nationals created by the Treaty of Peace Order, 1919. M contended that such a marriage could not be contracted with an enemy in war time so as to be valid and deprive her of her English nationality.

Held, that even if M had not lost her English domicile by going to Germany with intention to remain there and to marry a German, there was nothing in English law to render such a marriage with an enemy, albeit in time of war, invalid. M was therefore a German national, and the charge attached to her property.

Appeal from a decision of Russell, J., reported 66 SOL. J. 141; 1922, 1 Ch. 232. The appellant, Mary Dawson, was born at Lincoln, the daughter of parents of British nationality. Before the outbreak of war she became engaged to Ernest Fasbender, a German, and after the Armistice, on 10th October, 1919, she left England and went through the ceremony of marriage with him at Siegburg, near Cologne, on 3rd November, 1919. She was possessed of property in England, which was taken by the Public Trustee as Custodian of Enemy Property, and he claimed that by her marriage she had become a German national, and that her property had become subject to the charge on the property of German nationals created by the Treaty of Peace Order, 1919. The Custodian declined to exercise in her favour the power vested in him by s. 1 (xvi) of the Treaty of Peace Order, 1919, as amended by the Treaty of Peace (Amendment) Order, 1920, to release her property from the charge. The appellant contended that during the war a British subject was unable to divest himself or herself of his or her British nationality and become a subject of an enemy state, and relied on the decision in *ex parte Freyberger* (61 SOL. J. 367; 1917, 2 K.B. 129). She alleged that, in so far as it might be taken to effect a change of nationality, the marriage would not be valid by English law, and might even amount to treason, and further, that s. 10 of the Act of 1914 did not operate in war time. She was therefore still a British subject and not liable to have her property attached, and she brought this action for a declaration to that effect. Russell, J., held that the marriage was valid and Mrs. Fasberger a German national on 10th January, 1920, and therefore liable to the charge. She now appealed against that decision. *Cur. ad. vult.* The court dismissed the appeal.

Lord STERNDALE, M.R., said that it was a hard case for the appellant, but the Board of Trade had power to release the charge, and could still do so on a proper application. Section 10 of the British Nationality and Status of Aliens Act, 1914, provided that the wife of an alien was to be deemed an alien. The first question, therefore, was whether the marriage was valid, and the evidence established that it was a valid marriage in Germany. It was contended that the appellant, by the law of her domicile, which was then English, could not contract marriage with an enemy in time of war. There were doubts whether her domicile at the time of marriage was English. She had left England and had become resident in Germany, though she had only been there a few days. She had the intention of continuing to reside with her husband in Germany, and this was, at any rate, evidence of her having adopted a German domicile. But, even assuming her to be a domiciled Englishwoman, the question of the validity

of the marriage arose. Even if the marriage were an act punishable by English law, that did not seem to constitute a personal disability in the appellant to contract it, and the evidence showed that it would still be valid by German law. There had been no authority cited to show its invalidity in English law except those cases dealing with contracts or intercourse with the enemy, in which a question of marriage was not before the court. Marriage was not only a contract, but a question of status; and there seemed to be nothing in our law to render the marriage of a domiciled Englishwoman with an enemy alien an invalid marriage. Therefore the appellant was, by s. 10 of the Act of 1914, a German national on 10th January, 1920. It was argued for her that s. 10 had no operation during the war, but he could see nothing in the Act to suggest any suspension. The appeal must therefore be dismissed.

Lords Justices WARRINGTON and YOUNGER read considered judgments to the same effect.—COUNSEL: *Wallington* and *Richard O'Sullivan* for the appellant; *Sir Ernest Pollock*, K.C. (A.-G.) and *Gavin Simonds* for the Crown. SOLICITORS: *Cruesemann and Rouse; The Treasury Solicitor.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL *v.* SOUTHPORT CORPORATION.

Eve, J. 24th July.

ELECTRICAL ENERGY—"SUPPLY"—LOCAL AUTHORITY GENERATING ELECTRICITY—FOR ITS OWN PURPOSES—FOR ITS OWN TRAMCAR AND LAMPS—ELECTRIC LIGHTING ACTS, 1882 TO 1909.

A local authority generating and providing electrical energy for its own purposes, such as the lighting of public lamps and driving of tramcars owned by the local authority, is not supplying and distributing electricity for private purposes within the meaning of the Electric Lighting Acts, 1882 to 1909.

This was an action by the plaintiff at the relation of the Birkdale District Electric Supply Company for an injunction to restrain the defendant corporation from supplying electricity or from obtaining except from the relators electric energy for lighting lamps or working a tramway in the area formerly the urban district of Birkdale. Under an Order of 1898 the relators had been entitled to supply electrical energy within the district Birkdale since 1902. From that date until November, 1921, they had been supplying not only all the consumers of electric energy, but had been lighting the public lamps and working the tramways in that district. In 1911 the defendant corporation obtained an Order extending the boundary of Southport so as to include the urban district of Birkdale and the urban district council ceased to exist, their rights and liabilities being taken over by the defendant corporation. The relators contended that the corporation were not entitled to supply electrical energy in Birkdale in competition with the relators. The defendants denied that in the use of electrical energy generated by themselves they could in any sense be said to be supplying energy.

EVE, J., in the course of a considered judgment, after stating the facts, said: The real contest between the parties turns upon the true construction of the word "supply" in the phrase "to supply electrical energy." The defendants argue that in order to constitute a supply of energy there must be two parties, the one who gives and the other who takes. The primary meaning of the verb "to supply" is, I think, to give or furnish something that is wanted, and undoubtedly in that sense it can be construed in all the relevant places in which it is used in the Acts and Orders which I have to consider. In that construction there is little, if anything, to distinguish it from the verb "to provide," and in cases where a local authority are themselves the undertakers, inasmuch as their statutory powers include a power to supply electricity for public purposes, that is, *inter alia*, for lighting any street or any place belonging to the local authority, the verb "to supply" would certainly appear to be used in reference to a state of facts which does not involve the transfer of electricity from one who gives to the other who takes, unless it can be said that the local authority, as electricity undertakers, are to be treated as a separate entity from the same authority as owners or controllers of the lamps in streets and places belonging to them. Apart from authority, I should have felt some doubt in holding that a corporation generating and providing electrical energy for the working of tramways owned by the corporation is not supplying electricity for private purposes within the meaning of the Electric Lighting Acts, 1882 to 1909, and of the restrictive clause of the indenture of 31st December, 1901. But in the case of the *West Surrey Water Company* v. *Guardians of Chertsey Union* (1894, 3 Ch. 513), Mr. Justice North, in circumstances involving an alleged invasion of the plaintiff company's monopoly of supply, had to consider the meaning of the word "supply" in relation to water in the Public Health Act, 1875, and he attached a construction to it which would appear to exclude all cases where the supplier and consumer are the same body, and when the commodity is provided, not for persons in the area who require a supply, but for use by the suppliers for their own purposes. In the course of his judgment, he says, at page 516: "What is 'supply'? Supply, I understand, to mean the passing of water from persons who have it to persons who want it. I do not see how it could be said that supply of water means supplying yourself in the natural meaning of the words." And at page 518 he says: "As I read these sections, they relate to waterworks for the supply of water, meaning to the persons who require the supply of water in the district, and not meaning to refer to what is merely taking water for the purposes of the body itself for its own purposes as distinguished from supplying it to other persons." I think the result of that judgment is to impress on the word "supply" in Acts and Orders of the nature of those with which I here have to deal a meaning which compels me to hold that the plaintiffs have here no cause of action, and, this being so, I have no alternative but to dismiss the action with costs.—COUNSEL: *Maugham*, K.C., and *Guest Mathews*; *Tomlin*, K.C., and *Bischoff*. SOLICITORS: *Sydney Morse; Sharpe, Pritchard & Co.* for *J. E. Jarrat*, Southport.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re SUMMERS BROWN'S PATENTS. Sargant, J. 13th July.

PATENT—EXTENSION—WAR LOSSES—ASSIGNMENT OF PATENT—APPLICATION BY ORIGINAL PATENTEE AND ASSIGNEES—PATENTS AND DESIGNS ACT, 1907 (7 Edw. 7, c. 29), s. 18—PATENTS AND DESIGNS ACT, 1919 (9 & 10 Geo. 5, c. 80), s. 7 (3).

The effect of s. 7 (3) of the Patents and Designs Act, 1919, is to insert in s. 18 of the Patents and Designs Act, 1907, a proviso and a qualification, and accordingly the word patentee in s-s. (6), which is the sub-section so inserted, means the same thing as the word "patentee" means in s-s. (5), that is to say, the existing patentee and his predecessors in title and not the patentee at the time the application for the patent was made.

In re Brown's Patent (1920, W.N. 158) *applied.*

This was an originating summons taken out by the original patentee and his assignee under s. 18 of the Patents and Designs Act, 1907, as amended by s. 7 (3) of the Patents and Designs Act, 1919, asking for an extension of the term of the patent No. 12801 of 1906, which was granted to Summers Brown. By an agreement dated the 21st February, 1909, Summers Brown granted to Roneo, Limited the sole licence to manufacture, use and exercise the said invention. Roneo, Limited continued to be the sole licensees until by deed dated 29th June, 1920, which was duly registered, the letters patent were assigned to them absolutely in consideration of the sum of £3,200. This deed contained a provision that the patentee would grant to the company the benefit of any extended period of the patent, and in consideration the company agreed to pay to the patentee the sum of £500 for each additional year. Section 7 (3) of the Patents and Designs Act, 1919, provided that at the end of s. 18 of the Patents and Designs Act, 1907, which is the section providing for petitions to extend patents, the following sub-section shall be added: "(6) Where by reason of hostilities between His Majesty and any foreign state the patentee as such has suffered loss or damage, an application under this section may be made by originating summons instead of by petition, and the court in considering its decision may have regard solely to the loss or damage so suffered by the patentee." A further objection was raised on behalf of the Comptroller that the applicants were not entitled to apply by originating summons under s. 18 because no part of the war loss had been suffered by the existing patentees as such, and the original patentee had ceased by virtue of the assignment to be the patentee.

SARGANT, J., after stating the facts, said: The preliminary objection involves construing the word "patentee" in s. 18 (6) as meaning the patentee at the time the application was made, and this depends on treating the sub-section as an independent enactment instead of as having been inserted in s. 18 by way of proviso and qualification. In s-s. (5) of s. 18, which enacts that "if it appears to the court that the patentee has been inadequately remunerated by his patent" the court may extend the term of the patent, the word "patentee" has always been construed as meaning the successive patentees throughout the existence of the patent. The remuneration to which regard is to be had under this sub-section is not the remuneration of the existing patentee only, but of him and his predecessors in title. Ought the word in s-s. (6) to be construed as the patentee at the time of the application so that the loss of any earlier patentee by reason of the war is not to be taken into account. I think not. In order to decide that, I should have to go back on the view I took in *In re Brown's Patent* (1920, W.N. 158), that the provisions of s. 18 apply to proceedings under s-s. (6) substantially as they apply to an application by way of petition. I must deal with the loss suffered by the original patentee during the war notwithstanding the subsequent assignment upon an application by the patentee and his assigns together for an extension. The loss suffered by the assignees as manufacturers during the war cannot be taken into account.—COUNSEL: *J. Whitehead; Dighton Pollock.* SOLICITORS: *F. P. Woodcock; Solicitor to the Board of Trade.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re ANGLO-CONTINENTAL SUPPLY CO., LTD. Astbury, J. 5th July.

COMPANY—SCHEME OF ARRANGEMENT—SANCTION OF COURT—SALE TO FOREIGN COMPANY—VOLUNTARY LIQUIDATION—DISSENTIENT SHAREHOLDERS—JURISDICTION—COMPANIES (CONSOLIDATION) ACT, 1908 (8 Edw. 7, c. 69), ss. 120, 192.

A scheme of arrangement provided that the company should go into voluntary liquidation and transfer its undertaking and assets to a new French company with similar objects, to be formed in accordance with French law, and provision was made for dissentient shareholders.

Held, that the scheme was an arrangement which could be sanctioned by the court under s. 120 of the Companies (Consolidation) Act, 1908.

Re Sandwell Park Colliery Co. (1914, 1 Ch. 589; 58 Sol. J. 432) *followed.*

This was an application by the Anglo-Continental Supply Company for the sanction of the court to a scheme of arrangement. The company was

incorporated in 1910 and had its office in London, but its entire business was carried on in France. Its capital was £1,600,000 sterling, divided into 160,000 preference shares of £5 each, and 160,000 ordinary shares of £5 each, all issued and fully paid, and there were no debentures or debenture stock. The company was making substantial profits in France, but, owing to the fall in the franc, its floating capital expressed in sterling had depreciated to such an extent that it could pay no dividends. It was proposed therefore to submit a scheme of arrangement for the sanction of the court under s. 120 of the Companies (Consolidation) Act, 1908, by which it was provided that the company should go into voluntary liquidation and transfer its undertaking and assets to a new French company with similar objects, and to be formed in accordance with French law, with a capital of 160,400 preference shares of 125 francs each, 32,000 ordinary shares of 125 francs each, and 160,000 founders' shares of no nominal value, to be distributed according to the scheme, and provision was also made for the rights of dissentient shareholders analogous to s. 192. The scheme was submitted to separate class meetings of shareholders and approved by the requisite majorities, but it was opposed by some of the preference shareholders on the ground that, as the sale was to a foreign company, it could not be sanctioned by the court, and they relied on *Re Guardian Assurance Company* (1917, 1 Ch. 431, 441) and the dicta of Younger, J., in that case.

ASTBURY, J., in delivering judgment, said that the observations of Younger, J., in *Re Guardian Assurance Company* were obviously not intended to convey the impression that a large percentage of the earlier cases cited in that case where schemes of arrangement had been sanctioned had been wrongly decided. Instances of such schemes could be found in Palmer's Company Precedents. The result of the various authorities appeared to be as follows: (1) Where a so-called scheme of arrangement was really a transfer or sale under s. 192 simpliciter the requirements of that section could not be evaded by calling it a scheme under s. 120: *Re General Motor Cab Co.* (1913, 1 Ch. 377); (2) where the scheme, though involving a sale in a liquidation for shares, could not be carried through under s. 192, it could be sanctioned under s. 120 alone if fair and reasonable, though the court might, if it thought fit, insist on dissentient shareholders being given protection as in s. 192: *Re Sandwell Park Colliery Co.* (*supra*); (3) where the scheme was outside s. 192 altogether, the court could *a fortiori* do the same thing: *Re Tea Corporation* (1904, 1 Ch. 12). In sanctioning a scheme under the Act the court had to be satisfied on three points, namely, first, that the provisions of the Act were complied with; secondly, that each class of shareholders was fairly represented at its meeting, and that the statutory majority were acting *bonâ fide* and not coercing the minority to promote interests adverse to the class; and, thirdly, that the scheme was one which a man of business would reasonably approve. These requisites had in the present case all been complied with, and therefore the scheme would be sanctioned.—COUNSEL: *Maugham*, K.C., and *J. B. Lindon*; *Tomlin*, K.C., and *Archer*. SOLICITORS: *Ashurst, Morris, Crisp and Co.*; *Kenneth Brown, Baker & Baker*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In Parliament.

New Statutes.

On 4th August the Royal Assent was given to:—

Appropriation Act, 1922.
Public Works Loans Act, 1922.
Whale Fisheries (Scotland) (Amendment) Act, 1922.
Celluloid and Cinematograph Film Act, 1922.
Isle of Man (Customs) Act, 1922.
Naval Discipline Act, 1922.
National Health Insurance Act, 1922.
Oil in Navigable Waters Act, 1922.
Air Ministry (Kenley Common Acquisition) Act, 1922.
Representation of the People (No. 2) Act, 1922.
School Teachers (Superannuation) Act, 1922.
Post Office (Pneumatic Tubes Acquisition) Act, 1922
British Nationality and Status of Aliens Act, 1922.
Telegraph (Money) Act, 1922.
Electricity (Supply) Act, 1922.
Railway and Canal Commission (Consents) Act, 1922.
Education (Scotland) (Superannuation) Act, 1922
Post Office (Parcels) Act, 1922.
Expiring Laws Act, 1922.
Allotments Act, 1922.
Allotments (Scotland) Act, 1922.
War Service Canteens (Disposal of Surplus) Act, 1922.
Milk and Dairies (Amendment) Act, 1922.
Constabulary (Ireland) Act, 1922.
Criminal Law Amendment Act, 1922.
Solicitors Act, 1922,
Ecclesiastical Tithe Rentcharges (Rates) Act, 1922.
Local Government and other Officers' Superannuation Act, 1922.
Lunacy Act, 1922,

and to a number of Provisional Orders, Local, and Private Acts.

House of Commons.

Questions.

CORONERS.

Major BOYD-CARPENTER (Bradford, North) asked the Home Secretary whether it is the intention of the Government to introduce legislation dealing with matters affecting the position of coroners during the Autumn Session?

Sir J. BAIRD: It is hoped that it will be found possible to do so.

INDEMNITY ACT (PETITIONS OF RIGHT).

Captain LOSEBY (Bradford, East) asked the Home Secretary whether, seeing that under Section 1 of the Indemnity Act, 1920, difficulties have arisen and are likely to arise whereby parties having claims against the Government may lose their rights through delay beyond the 31st August in the issue by the Attorney-General of his fiat giving permission to institute proceedings by a petition of right which has been lodged on or before the 31st August, being one year after the war, with the Secretary of State for the Home Department, steps can be taken either for the issue of the Attorney-General's fiat by the 31st August on all petitions lodged with the Secretary of State for the Home Department by that date, or to treat all petitions left or lodged with that Department by the 31st August as the presentation of the petition within the meaning of the Indemnity Act, 1920?

Sir E. POLLOCK: The question appears to be based upon a misconception. No difficulties have arisen or are likely to arise. Under s. 1 (1, *b*) of the Indemnity Act a petition of right can be instituted within one year from the termination of the war, and s. 1, s-s. (2), of the Act provides that a petition shall be deemed to be instituted "at the date on which it is presented"; that is, at the Home Office for the purpose of the fiat being granted—not on the date when the fiat is granted. (2nd August.)

PROPERTY REVALUATION.

Mr. WISE (Ilford) asked the Chancellor of the Exchequer the nature of the steps proposed or now being taken for the revaluation of property for the purposes of taxation?

Mr. YOUNG: Under the provisions of the Finance Act, 1922, steps are now being taken to revalue all properties in England and Wales, except properties in the Administrative County of London, with respect to which the valuation list for rating purposes is made conclusive for the purposes of income tax. Forms of return will shortly be issued by the assessors of

income tax, and the General Commissioners will, in due course, issue notices of assessment and will hear and determine appeals against the annual values assessed. (3rd August.)

Bills Presented.

Summary Jurisdiction (Separation and Maintenance) Bill—"to amend the Married Women (Maintenance) Acts, 1895 and 1920, and Section five of the Licensing Act, 1902": Mr. Shortt. [Bill 226]. (2nd August.)

Illegitimacy Bill—"to extend and amend enactments relating to bastardy and to affiliation and certain other orders; and to provide for the legitimation of illegitimate persons by the marriage of their parents; and to amend the Law relating to the rate of Legacy Duty and Succession Duty in the case of illegitimate persons; and otherwise to make further provision with respect to illegitimacy and illegitimate persons and their parents and with respect to certain maternity cases; and for purposes connected with the matters aforesaid": Mr. Wignall. [Bill 228].

Liquor (Popular Control) Bill—"to amend the Law relating to the manufacture, sale, and supply of intoxicating liquor, and to provide for the popular control thereof and of the grant and renewal of licences; and for other purposes incidental thereto": Viscountess Astor. [Bill 229]. (3rd August.)

Adjournment.

On 4th August the House adjourned till Tuesday, 14th November, "provided always that if it appears to the satisfaction of Mr. Speaker, after consultation with His Majesty's Government, that the public interest requires that the House should meet at any earlier time during the adjournment, Mr. Speaker may give notice that he is so satisfied, and thereupon the House shall meet at the time stated in such notice, and shall transact its business as if it had been duly adjourned to that time, pursuant to the Resolution of the House this day."

New Orders, &c.

Board of Trade Orders.

SAFEGUARDING OF INDUSTRIES.

The Board of Trade give notice that they have made the following Regulations:—

Regulations prescribing the form of the Consignor's Declaration under section 4 (3) and the form of Certificate of Origin under section 5 of the Safeguarding of Industries Act, 1921 (11 & 12 Geo. V, c. 47).

These Regulations have been published as Statutory Rules and Orders, 1922, No. 865 (price 1d.).

The Board of Trade give notice that they have made:—The Safeguarding of Industries (No. 1) Order, 1922, under Section 2 (1) (*b*) of the Safeguarding of Industries Act, 1921 (11 & 12 Geo. 5, c. 47).

This Order has been published as Statutory Rules and Orders, 1922, No. 853 (price 1d.).

Royal Commission.

THE DISTRIBUTION OF HONOURS.

A Royal Commission consisting of the following: Lord Dunedin (Chairman), The Duke of Devonshire, Lord Denman, Mr. Arthur Henderson, M.P., Sir Evelyn Cecil, M.P., Lieut.-Colonel Sir Samuel Hoare, M.P., and Sir George Croydon Marks, M.P., has been appointed "To advise on the procedure to be adopted in future to assist the Prime Minister in making recommendations to His Majesty of names of persons deserving special honour."

ANGLO-GERMAN TRIBUNAL.

There will be no sittings of the Anglo-German Mixed Arbitral Tribunal during August and September. The Secretariat, 21, St. James's-square, S.W.1, will be open during the vacation on Tuesday, Wednesday, Thursday, and Friday, from 11 a.m. to 3 p.m. Documents can be delivered as usual by post or by messenger, and will receive attention.

Lieut.-Colonel R. J. Norris, writing to *The Times* (10th August) from Hove, says:—

In your issue of the 3rd inst. you state that the Anglo-German Mixed Arbitral Tribunal, sitting in London under the presidency of M. Borel, a Swiss jurist, with whom are associated an English and a German Judge, is now dealing with over nine hundred claims for debts and compensations against either the German Government or German subjects, mostly brought by British nationals.

Having regard to the extreme seriousness of this announcement, and the fact that there are to be no sittings of the Tribunal during August and September, it seems to me that the long-suffering creditors, who are heavily mulcted to pay the piper, are entitled to an explanation from the responsible authorities as to why this appalling congestion of cases has been allowed to come about, in view of the proviso laid down in the Peace Treaty, 1919, Section VI, Art. 304, viz.:—"(*c*) If the number of cases justifies it, additional members shall be appointed, and each Mixed Arbitral Tribunal shall sit in divisions."

The Geddes Committee stated in their Report that an investigation of the Clearing Office was not within their scope, as no public funds were involved in its upkeep. But they, nevertheless, went out of their way to place on record the scathing comment that the work of that office seemed likely to last several years!

THE EXPIRATION OF THE COURTS (EMERGENCY POWERS) ACTS.

The Lord Chancellor draws attention to the fact that the Courts (Emergency Powers) Act, 1914, together with the enactments amending it, will expire on the 31st August, 1922, except so far as it relates (*a*) to enforcing the lapse of policies of insurance, and (*b*) to orders made by any court before the 31st August, 1922.

These exceptions are contained in the Expiring Laws Act, 1922 (12 & 13 Geo. V, c. 50) which received the Royal Assent on the 4th August, 1922. Particulars as to the enactments which will, subject to these exceptions, expire on the 31st instant are to be found in the War Emergency Laws (Continuance) Act, 1920 (10 & 11 Geo. V, c. 5).

Societies.

The London Association of Accountants.

JUNE EXAMINATIONS.

The results of the June examinations of the London Association of Accountants have just been published. From the figures it appears that 1,386 candidates presented themselves for examination. For the Intermediate examination there were 874 examinees, of whom 363 passed and 511 failed; for the Final examination 152, 74 passing and 78 failing. In Section 1 of the Final, 206 sat, 135 passed and 71 failed; and in Section 2 of the Final, 154 sat, of whom 73 passed and 81 failed.

Company Registrations at Somerset House.

January 1 to June 30, 1922.

A Statistical Table of Company Registrations for the first half of this year has been compiled by Jordan & Sons, Limited, Company Registration Agents, Chancery Lane, W.C.2. The totals are as follows:—

	Public Companies.		Companies other than Public.		Totals.	
	Number Registered.	Capital.	Number Registered.	Capital.	Number Registered.	Capital.
		£		£		£
Totals (first half of 1922)	190	23,686,930	3,851	41,401,386	4,041	65,088,316
Corresponding figures in 1921	204	20,173,350	2,921	32,073,808	3,125	52,247,158

In the remarks appended to the table, Jordan & Sons, Ltd., say:—The above table of Company Registrations clearly shows that trade is recovering from the severe depression that weighed upon business throughout 1921. The increase in the number of registrations of Private Companies during the first six months of the present year on the registrations during the corresponding period last year is rather more than 30 per cent., but their average capitalisation declined from £10,980 to £10,756. Taking the whole of the registrations, public and private, limited and unlimited, while the aggregate capital increased by nearly £13,000,000 the average declined from £16,719 to £16,114.

The continued heavy Capital Duty still tends to restrict enterprise, and despite the lower bank rate now prevailing we can scarcely hope for a notable improvement in the figures unless relief be given from the quadrupled burden imposed in April, 1920.

Advertising Agents have not hitherto appeared in this List as a separate class, but the figures adduced plainly justify the promotion. Builders, Clothing, Engineers, Land, Motors, Stocks and Textiles are appreciably higher; but the largest increases are shown by Banks, Electricity and Newspapers, due in each case to the inclusion of millionaire registrations.

There were five public companies registered with a capital of £1,000,000 or over—Investments and Landowners, Limited, £1,000,000 (7th February);

Anglo-Austrian Bank, £2,000,000 (27th March); Whitehall Electric Investments, Limited, £6,500,000 (30th March); Industrial and Housing Association, Limited, £1,000,000 (29th May); and Amalgamated Press (1922), Limited, £3,800,000 (28th June).

An unlimited company—Merchants Trading Company of London, with a capital of £1,000,000, was registered 20th June; and two private companies, Mountjoy, Limited, £1,000,000 (27th February), and Barclays Bank (Overseas), Limited, £1,350,000 (18th May).

The Liliputians (£50 or under) were more numerous.

A round half dozen of private companies were registered with a capital of £5, and one company was satisfied with a capital of £3. There were several of £50 and one of £20. Public companies obviously require a larger capital. The lowest was one of £30.

Unlimited companies have become quite numerous, thirty-two to be precise, and they have mostly been formed to deal with landed estates. Among these are Carham Estate, Hill Farms, Doxford, Pixton Park, Bramham Park, Grafton Estates, Guest Consolidated Estates, Shoreston Estates, Berners Estate, Tyringham Estates, Littlegreen Estates, Beechwood Estates, Ullswater Estates, Berkeley Estates, and Devonshire Investment Estates.

A Great Chinese Lawyer.

Mr. Basil Matthews, Editor of the *Far & Near Press Bureau* sends us the following interesting communication:—

Dr. Wang Ching-hui, whose appointment as Minister of Education in the new Chinese Cabinet has been cabled, is one of the most interesting and promising of the younger intellectual leaders of China.

Only forty years of age this year, he was studying political affairs in Japan during the Boxer rising, and then went to America where he received his D.C.L. at Yale in 1904. During this time he translated the German Civil Code into English, and then went on to England, France and Germany to make a thorough study of jurisprudence and international law, being called to the English bar at the Inner Temple then.

He won his political spurs as assistant to the Chinese representative at the Hague Conference in 1907, and on the Revolution in 1911 he was made Minister for Foreign Affairs to the provisional Government when not yet thirty years old.

Yuan Shih-kai, on forming his government in 1912, made Dr. Wang Minister of Justice. He, however, resigned office on the resignation of the Premier, and became chief editor of a large publishing company in Shanghai.

From 1916 onwards he has done work of epoch marking value as President of the Commission for Codifying the whole law of China.

Dr. Wang, with his brother, Wang Kwong, the manager of the Yangtse Engineering Works (the third greatest industrial concern in China managed by Chinese), is a son of the late Pastor of the To-Tsai Independent Church, which sprang from the London Missionary Society's work in Shanghai. The two brothers are thus eminent examples of the extraordinary proportion of young educated Christians who are in leading governmental and industrial positions in China.

Legal News.

Appointment.

Mr. JOHN RATCLIFFE COUSINS, the stipendiary magistrate for the Borough of West Ham, has been appointed as a Metropolitan Police magistrate, in succession to the late Mr. Chester Jones. The new magistrate was born in August, 1863, was called to the Bar at the Inner Temple in 1887, and practised on the Western Circuit, and at the Wiltshire Sessions. He was the first organizer and secretary of the Tariff Reform League, and in 1898 was the chairman of the Camberwell District Council. For six years he was a member of the London County Council. He succeeded Mr. R. A. Gillespie as stipendiary magistrate for West Ham in 1917.

General.

Mr. John Alderson Foote, K.C., of Beacon Beech, Dormansland, Surrey, and of Albert Hall-mansions, S.W., Recorder of Exeter since 1899, a Bencher of Lincoln's Inn, Counsel to Cambridge University, and formerly Commissioner of Assize on the North-Eastern Circuit, who died on 26th April, aged 73, left estate of the gross value of £35,489, with net personalty £31,652. He gives £50 to his clerk William Rousell.

The Times correspondent at Monte Carlo, in a message of 28th July, says:—The Civil Court at Nice yesterday decided an interesting case brought by the late Sir Ernest Cassel against the successors of the late King of the Belgians, Leopold II., to annul a clause in the title-deed of the estate of Les Cèdres at Cap Ferrat, bought by Sir Ernest shortly before he died. The clause in question expressly reserved the usufruct to the eldest male descendant of the late King's father, King Leopold I. Sir Ernest brought an action calling upon the liquidators of the Company from which he bought the estate to show cause why the clause should not be annulled as being contrary to the French law abolishing primogeniture. On Sir Ernest's death the case was temporarily abandoned, but was recently resumed on behalf of Lady Louis Mountbatten and her sister, Miss Ashley. At yesterday's hearing the Court declared the clause to be null and void.

At the Mansion House, on 28th July, says *The Times*, James William Browne, forty-nine, solicitor, was charged with the fraudulent conversion of £3,299, belonging to the beneficiaries under the will of the late Sarah A. N. de Tink. Mr. Percival Clarke, who appeared for the Director of Public Prosecutions, said the defendant practised as a solicitor at Chancery-lane, under the style of Messrs. Woodthorpe, Browne and Co. In 1915 Mrs. de Tink's executor instructed the defendant to act for him to realize her estate in South America, on behalf of the beneficiaries. The defendant received on their behalf £8,799, of which, under pressure, he in the end handed over £5,500 in all, but nothing more. It was alleged that the balance—£3,299—had, without any authority, been lent by the defendant to a soap-making company which had failed, and had been thus lost to the estate. The defendant said Mr. Percival Clarke's statement was a mixture of facts and imagination. Not only did he deny the charge, but he would be able to justify all he had done, and he welcomed the inquiry. Alderman Sir James Roll adjourned the case for a week, allowing bail in £1,000.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, August 4.

WALKER SPINK & HILL LTD. July 31. Frank Shaw, Market-place, Dewsbury.

ARTHUR J. AUSTIN & CO. LTD. Sept. 15. James Rhodes, 109, Colmore-row, Birmingham.

ISA STEAMSHIP CO. LTD. Sept. 1. Charles A. McLachlan, 29, Fairlawn-avenue, Chiswick, W.4.

KEELEY SILVER MINES LTD. Aug. 31. Thomas Mallinson, 65, Broad Street-avenue, E.C.

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PARSONS, BATTEN & CO. LTD. Sept. 21. Alfred J. Gardner, 5, Unity-st., Bristol.

SILENT SNOW LIGHT CAR CO. LTD. Sept. 18. R. F. W. Fincham, 3, Warwick-court, Gray's Inn.

CARRICK & THORP LTD. Sept. 1. Ernest J. Walker, 5, Castle-st., Liverpool.

H. CORMACEY & CO. LTD. Sept. 2. William G. Olliffe, 7, Leadenhall-st., E.C.3.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, August 4.

The Elmhurst Mansions Ltd.
Murden Page Ltd.
United Salvage and Wreck Dispersing Co. Ltd.
London Paris Marine Insurance Co. Ltd.
Roumanian Road Transport Co. Ltd.
Butler & Spragg Ltd.
Senegal Produce Shipping Co. Ltd.
W. H. & A. Richardson Ltd.
The Victor Self-Washer Co. Ltd.
W. H. Taylor & Co. Ltd.
Cremyll Shipping Co. Ltd.
J. Last & Co. Ltd.
Shaw Sturges & Co. Ltd.
Hill & Kirby Ltd.
Entente Steamship Co. Ltd.
Wendover Gas Syndicate Ltd.
Keeley Silver Mines Ltd.
The Foster Manufacturing Co. Ltd.
Anglo-French Engineering Co. Ltd.
Hani Shipping Co. Ltd.
Mesopotamian Minerals and Plantations Co. Ltd.
Wilson, Dickinson & Co. Ltd.
Walker, Spink & Hill Ltd.
Crafts Ltd.
I.T.E. Electric Co. (1907) Ltd.
The Bromley Furniture Stores Ltd.
United Kingdom Mediterranean Line Ltd.
L.P.R. Syndicate Ltd.
The Rugby Citadel Co. Ltd.
B. Stilling-Andersen Ltd.

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Lifeboat Safety Appliance Co. Ltd.
Fulham Bronze Co. Ltd.
R. F. Payne Gallwey & Co. Ltd.
Jos. W. Paton & Co. Ltd.
People's Cinema (Shildon) Ltd.
Hirst & Co. Ltd.
The Script Shorthand Co. Ltd.
Phillips Haulage Co. Ltd.
Morden Hall Farm Dairies Ltd.
General Finance Corporation Ltd.
Foster & Dicksee Ltd.
Parsons Batten & Co. Ltd.
The Grimsby and County Club Ltd.
H. Cormacey & Co. Ltd.
The New Inn Hotel Co. Ltd.
Motor Exhibition Halls Ltd.
The International Script Shorthand Co. Ltd.
Liverpool Rogerson Insulation Co. Ltd.
Cars de Luxe Ltd.
The V.B. Manufacturing Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, August 4.

ASAKAWA, SHINICHI, Cardiff, Boarding House Keeper. Cardiff. Pet. Aug. 1. Ord. Aug. 1.

ATKINS, HERBERT, Taplow, Bucks, Builder. Windsor. Pet. July 15. Ord. July 31.

BEATTY, THOMAS, Westhoughton, Collier. Bolton. Pet. July 31. Ord. July 31.

BEGENT, RICHARD J., Stowting, Kent, Farmer. Canterbury. Pet. July 31. Ord. July 31.

BOUNDY, JAMES, Plymouth, Butcher. Plymouth. Pet. Aug. 1. Ord. Aug. 1.

BROWN, JOSEPH H., Deptford, Furniture Dealer. Tunbridge Wells. Pet. June 21. Ord. July 12.

CHAFER, WILLIAM J., Uttoxeter, Farmer. Burton-on-Trent. Pet. Aug. 1. Ord. Aug. 1.

CLARK, THOMAS, Birmingham, Sand and Gravel Merchant. Birmingham. Pet. July 31. Ord. July 31.

COUMBE, RENDELL, Stoke Climsland, Cornwall, Farmer. Plymouth. Pet. July 31. Ord. July 31.

COWLISHAW, LOUISA, Shardlow, Derby, Coal Merchant. Derby. Pet. July 4. Ord. July 4.

DERBYSHIRE, DAVID N., Ockbrook, Derby, Saddler. Derby. Pet. Aug. 1. Ord. Aug. 1.

DIX, ARTHUR J., Saffron Walden, Engineer. Cambridge. Pet. July 19. Ord. July 29.

EDMUNDSON, ANNIE, Blackburn, Cotton Winder and Confectioner. Blackburn. Pet. Aug. 2. Ord. Aug. 2.

EDMUNDSON, JAMES T., Blackburn, Confectioner. Blackburn. Pet. Aug. 2. Ord. Aug. 2.

EGAN, LEONARD, Hemsworth, near Wakefield, and MULLANY, STEPHEN, Huddersfield, Motor Haulage Proprietors. Huddersfield. Pet. Aug. 1. Ord. Aug. 1.

GAULD, ALEXANDER, Holloway, Baker. High Court. Pet. Aug. 2. Ord. Aug. 2.

GEE, ISIDOR, Westcliff-on-Sea, Commercial Traveller. Chelmsford. Pet. June 2. Ord. July 31.

GLENN, WILLIAM, Manchester. Salford. Pet. July 17. Ord. Aug. 2.

GREEN, JOHN H., Chesterfield, House Furnisher. Chesterfield. Pet. Aug. 1. Ord. Aug. 1.

GUTHRIE, PATRICK S., Piccadilly. High Court. Pet. Aug. 2. Ord. Aug. 2.

HAMLET, MALCOLM R., Headington, Oxon. Oxford. Pet. July 31. Ord. July 31.

HANNON, DANIEL, Wallasey, Coal and Farm Produce Dealer. Birkenhead. Pet. July 14. Ord. July 31.

HAWKINS, ROBERT, Preston Plucknett, Somerset, Farmer. Yeovil. Pet. Aug 1. Ord. Aug. 1.

JARVIS, W., Oxted, Surrey, Baker. Croydon. Pet. July 10. Ord. Aug. 1.

JENKINS BROS., Leeds, Painters. Leeds. Pet. July 17. Ord. Aug. 2.

JERVIS, HAROLD V., Newcastle-upon-Tyne, Taxicab Proprietor. Pet. July 28. Ord. July 28.

JOHNSON, ALFRED, Woolton, Lancs., Cotton Merchant. Pet. July 18. Ord. Aug. 2.

JONES, ARTHUR A., Hastings, Motor Char-a-banc Proprietor. Hastings. Pet. Aug. 2. Ord. Aug. 2.

JONES, EVAN E., Llanfairtalhaiarn, Farmer. Wrexham. Pet. Aug. 2. Ord. Aug. 2.

JONES, THOMAS, Overton-on-Dee, Flint, Farm Labourer. Wrexham. Pet. July 19. Ord. Aug. 2.

JONES, WILLIAM J., Dowlais, Greengrocer. Merthyr Tydfil. Pet. July 31. Ord. July 31.

KING, JOHN M., Glastonbury, Horse Dealer. Wells. Pet. Aug. 2. Ord. Aug. 2.

KIRSH, WALTON, Bethnal Green. High Court. Pet. July 7. Ord. Aug. 2.

LAWRENCE, OLIVER A., Thornton Heath, Surrey. Croydon. Pet. July 19. Ord. Aug. 1.

LAURENT, CYRIL L., Consett, Durham, Doctor of Medicine. Newcastle-upon-Tyne. Pet. July 4. Ord. July 31.

LLOYD, EMMA M., Eaton-terrace, S.W. High Court. Pet. June 27. Ord. Aug. 2.

MCKIM, WILLIAM, Chute, Wilts, Farmer. Swindon. Pet. July 31. Ord. July 31.

NUNN, JAMES C., Aldermanbury-bldgs., E.C., Soft Goods Importer. High Court. Pet. June 6. Ord. Aug. 2.

PILDITCH, WILLIAM T., Croydon. Croydon. Pet. July 11. Ord. Aug. 1.

POWELL, WILLIAM, General Dealer, Hebburn, Durham. Newcastle-upon-Tyne. Pet. July 31. Ord. July 31.

PRAND, HENRY, Wakefield, Fish, Game and Poultry Dealer. Wakefield. Pet. Aug. 2. Ord. Aug. 2.

PRATT, KATE MARY, Folkestone. Canterbury. Pet. July 1. Ord. July 22.

PUTNAM-SMITH, FRANK, Mark-lane. High Court. Pet. June 19. Ord. July 31.

RHODES, H., Leeds, Warehouseman. Leeds. Pet. July 14. Ord. July 31.

SPICER, GILBERT H., Leamington, Glove Manufacturer. Warwick. Pet. July 14. Ord. July 31.

THE LONDON HAMPER & WICKER CO., Leyton, Basket Merchants. High Court. Pet. June 28. Ord. Aug. 2.

THOMAS, THOMAS G., Harlech, Merioneth, Journeyman Painter. Portmadoc. Pet. July 31. Ord. July 31.

THORP, HAROLD W., Uckfield. Brighton. Pet. May 31. Ord. Aug. 1.

TOOTELL, GEORGE HENRY, Exmouth, Boot Dealer. Exeter. Pet. July 31. Ord. July 31.

TURNBULL, HARRY, Wombwell, nr., Barnsley. Pet. Aug. 2. Ord. Aug. 2.

TURNER, WILLIAM, Warrington, Fire-lighter Manufacturer. Warrington. Pet. July 31. Ord. July 31.

WHITEHOUSE, WALTER G., Redditch, Accountant. Birmingham. Pet. Aug. 1. Ord. Aug. 1.

WIGGLESWORTH, HARRY, Oldham, Plasterer. Oldham. Pet. Aug. 1. Ord. Aug. 1.

WILKINSON, MARY, Pateley Bridge, Grocer. Harrogate. Pet. July 31. Ord. July 31.

WILTON, WILLIAM H J., Buckfastleigh, Devon, Farmer. Plymouth. Pet. Aug. 1. Ord. Aug. 1.

WRIGHT, CHARLES, New Eastwood, Notts., Tram Driver. Nottingham. Pet. July 31. Ord. July 31.

Amended Notice substituted for that published in the *London Gazette* of August 1, 1922:—

LITTLEWOOD, HAROLD F., Merthyr, Dairyman. Pontypridd. Pet. July 27. Ord. July 27.

London Gazette.—TUESDAY, August 8.

BALDWIN, JOHN J., Hanley, Music Dealer. Hanley. Pet. Aug. 4. Ord. Aug. 4.

BANCROFT, EVAN J., Blaina, Mon., Grocer. Tredegar. Pet. Aug. 1. Ord. Aug. 1.

BARNES, CHARLES A., St. Helens, Music Hall Manager. Liverpool. Pet. Aug. 3. Ord. Aug. 3.

BELOVITCH, ELI, Manchester, Rag Merchant. Dewsbury. Pet. July 20. Ord. Aug. 3.

BERESFORD, SARAH A., Middlesbrough, Hardware Dealer. Middlesbrough. Pet. Aug. 2. Ord. Aug. 2.

BROWNE, ALFRED G., Kingston-upon-Hull, Company Director. Kingston-upon-Hull. Pet. Aug. 3 Ord. Aug. 3.

CHEQUER, ERNEST E., Chippenham, Wheelwright. Bath. Pet. Aug. 3. Ord. Aug. 3.

DAVIES, WILLIAM G., Huthwaite, Notts., Boot Dealer and Draper. Nottingham. Pet. Aug. 3. Ord. Aug. 3.

GRANGE, ROBERT, Guyhirne, Cambridge, Agricultural Labourer. King's Lynn. Pet. Aug. 4. Ord. Aug. 4.

HOLT, MARY, Burnley, Grocer. Burnley. Pet. Aug. 4. Ord. Aug. 4.

HUMPHRIES, THOMAS, Abertillery, Confectioner. Tredegar. Pet. July 31. Ord. July 31.

JACKSON, PERCY H., East Molesey. Kingston. Pet. July 6. Ord. Aug. 3.

JOYNSON-WREFORD, W. H., Albemarle-st. High Court. Pet. April 21. Ord. Aug. 2.

KING, JOSEPH M., Ambleside, Bookseller. Kendal. Pet. Aug. 4. Ord. Aug. 4.

LLOYD, RICHARD DAVID, Trefonen, near Oswestry, Farm Labourer. Wrexham. Pet. Aug. 3. Ord. Aug. 3.

MIDDLETON, JOHN C., Stockton-on-Tees, Commercial Clerk. Stockton-on-Tees. Pet. Aug. 4. Ord. Aug. 4.

MITCHELL, ALEC, Barnsley, Draper. Barnsley. Pet. Aug. 3 Ord. Aug. 3.

MONK, REUBEN, Hove. Brighton. Pet. July 19. Ord. Aug. 4.

MURLEY, HERBERT W., Stoke-under-Ham, Somerset, Builder. Yeovil. Pet. Aug. 4. Ord. Aug. 4.

OLIPHANT, ARTHUR, Bracknell, Berks. Reading. Pet. March 27. Ord. Aug. 4.

PALLISTER, MARGARET E., Ryhope, Durham, Grocer. Sunderland. Pet. Aug. 3. Ord. Aug. 3.

PARSONS, WALTER H., Worcester, Merchant. Worcester. Pet. July 22. Ord. Aug. 4.

PERKINS, ELIZABETH M., Esher. Kingston, Surrey. Pet. July 7. Ord. Aug. 4.

PHILLIPSON, JOHN W., Cleethorpes, Market Gardener. Great Grimsby. Pet. Aug. 4. Ord. Aug. 4.

ROSS, SOLOMON, Southport, Merchant. Manchester. Pet. Aug. 3. Ord. Aug. 3.

SNELLING, ABRAHAM W., Great Yarmouth, Commercial Traveller. Great Yarmouth. Pet. Aug. 2. Ord. Aug. 2.

TERRY, WILLIAM F., Fitzroy-st. High Court. Pet. July 3. Ord. Aug. 3.

VELLEMAN, DAVID, Whitechapel, Job Buyer. High Court. Pet. July 5. Ord. Aug. 3.

WILLEY, HAROLD L., Market Rasen, Motor Engineer. Lincoln. Pet. Aug. 1. Ord. Aug. 1.

WILSON, ARTHUR W., Sheffield, Physician. Sheffield. Pet. July 13. Ord. Aug. 4.

R. B. WRIGHT, SON & CO., Liverpool, Canned Goods Salesmen. Liverpool. Pet. June 30. Ord. Aug. 4.

YATES, HARRY, Sheffield, Licensed Victualler. Sheffield. Pet. July 12. Ord. Aug. 4.